

17828

DECLARATION OF CONDOMINIUM

OF

CASCADE MEDICAL-DENTAL CENTER, A CONDOMINIUM

DECLARATION, made this 8th of November, 1972, by MERVYN B. GARDNER and GAYLE C. GARDNER, his wife; NORMAN G. JORGENSEN and JUNE JORGENSEN, his wife; JOHN C. JONES and CORAL J. JONES, his wife; DONALD A. DODGE and LINDA N. DODGE, his wife; and D. GARY TOLBOE and EILEEN S. TOLBOE, his wife, hereinafter called developers, for themselves, their successors, grantees, and assigns.

1. SUBMISSION TO CONDOMINIUM OWNERSHIP. The purpose of this Declaration is to submit the lands herein described and the improvements made or to be constructed thereon to the condominium form of ownership and use in the manner provided by Title 57-8-1 through 57-8-35, Utah Code Annotated, as amended, herein called the Condominium Act.

(a) The name by which this condominium is to be identified is CASCADE MEDICAL-DENTAL CENTER, a condominium, herein called The Condominium, and its address is 560 South State, Orem, Utah County, State of Utah. The name and address of the agent for process is Dr. Mervyn B. Gardner, Suite C, 560 South State Street, Orem, Utah, who shall serve until otherwise determined by the association.

(b) The lands owned by the developers which are hereby submitted to the condominium form of ownership are situated in Orem, Utah County, State of Utah, and are more particularly described as follows:

Commencing at a point located 903.75 feet South and 885.02 feet East of the Northwest corner of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian: Thence North 89°28' East 280 feet; thence South 0°46'42" East 20 feet; thence North 89°28' East 12 feet; thence South 0°46'42"

BOK 1301 INCL 344

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BOK 1301 INCL 344

East 161.79 feet, more or less, to the North edge of the property conveyed to Orem City for Street purposes; thence South 89°44' West along the North edge of said street 292.01 feet; thence North 0°46'42" West 180.44 feet, more or less, to the point of beginning.

TOGETHER WITH A RIGHT OF WAY OVER, ACROSS AND UPON:

Beginning at a point in the West boundary of U.S. Highway No. 91, Orem, Utah, which said point is South 882.86 feet and East 1270.43 feet from the Northwest corner of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 88°48'40" West 81.80 feet; thence South 0°46'42" East 39.50 feet; thence South 89°28' West 24 feet; thence North 0°46'42" West 64.24 feet; thence South 88°48'40" East 97.92 feet; thence South 18°46' East along the West boundary of U.S. Highway No. 91 25.53 feet to the point of beginning.

2. DEFINITIONS. The terms used herein and in the by-laws shall have the meaning stated in the Utah Condominium Act and as follows:

(1) The word "condominium" means the ownership of a single unit in a multi-unit project, together with an undivided interest in common in the common areas and facilities of the property.

(2) The word "property" means and includes the land, buildings, all improvements and structures thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith.

(3) The words "common areas and facilities" unless otherwise provided herein, mean and include: (a) The land on which the buildings are located; (b) the foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairways, fire escapes, and entrances and exits of all buildings; (c) yards, gardens, parking areas, storage spaces; (d) installations of central services such as power, light, gas, heating, refrigeration, air conditioning and incinerating; (e) All other parts of the property necessary or convenient to its existence, maintenance, or normally in common use.

(4) The word "unit" means a part of the property intended for any type of independent use, including one or

BOOK 1301 PAGE 345

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BOOK 1301 PAGE 345

more rooms or spaces located in one or more floors, or part or parts of floors, in a building.

(5) The words "unit owner" mean the person or persons owning the unit in fee simple and an undivided interest in the fee simple estate of the common areas and facilities in the percentage specified and established in the Declaration.

(6) The words "unit number" means the number, letter, or combination thereof designating the unit in the Declaration and in the record of survey map.

(7) The words "majority" or "majority of the unit owners" unless otherwise provided in this Declaration or lawful amendments thereto, mean the owners of more than fifty per cent (50%) in the aggregate in interest of the undivided ownership of the common areas and facilities.

(8) The words "association of unit owners" means all of the unit owners acting as a group in accordance with the Declaration and by-laws.

(9) The words "management committee" mean the committee of unit owners as provided in the Declaration charged with and having the responsibility and authority to make and to enforce all the reasonable rules and regulations covering the operation and maintenance of the property.

(10) The words "common expenses" mean and include:

(a) All sums lawfully assessed against the unit owners;

(b) Expenses of administration, maintenance, repair, or replacement of the common areas and facilities;

(c) Expenses agreed upon as common expenses by the association of unit owners;

BOOK 1301 PAGE 346

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(c) Expenses agreed upon as common expenses by the association of unit owners;

BOOK 1301 PAGE 346

(d) Expenses declared common expenses by provisions of the Utah Condominium Act or by the Declaration, or by the by-laws.

(11) The words "record of survey map" mean a plat or plats of survey of the property and of all units in the property submitted to the provisions of the Condominium Act, which may consist of a three-dimensional, horizontal and vertical delineation of all units.

3. DEVELOPMENT PLAN. The condominium has been and is being developed in accordance with the following plans:

(a) A survey of the land to be developed is shown on the Record of Survey Map.

(b) The improvements have been constructed by the developers substantially in accordance with the plans and specifications which have been heretofore provided to the developers and construction thereof has been substantially completed on eight (8) units primarily designed for occupancy and use of doctors and dentists, together with parking facilities and common areas substantially as shown on the survey of record. Use of parking areas will be permitted according to regulation of the association.

(c) This Declaration may be amended by filing such additional plans as may be required to describe adequately the condition of improvements. Such completion may be shown by a certificate of an architect, engineer, or surveyor, certifying that the improvements have been constructed substantially as herein represented, or designating any changes made.

(d) Easements are reserved through the condominium property as may be required for utility services.

4. UNIT BOUNDARIES. Each unit shall include the part of the building containing the unit which lies within the boundaries

BOOK 1301 PAGE 347

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BOOK 1301 PAGE 347

of the unit, which boundaries shall be determined in the following manner:

(a) The upper boundary shall be the plane of the lower surface of the ceiling slab.

(b) The lower boundary shall be the plane of the lower surfaces of the floor slab in the downstairs area.

(c) The vertical boundaries of the units shall be:

(1) The exterior of the outside walls of the unit building bounding the unit, except where there is attached to the building a balcony, loggia, terrace, canopy, stairway, or other portion of the building serving only the unit being bounded, in which event the boundary shall be to such as will include all such structures and fixtures thereon, and (2) the center line of the interior walls bounding a unit.

5. DESCRIPTION OF UNITS. The units of the condominium are more particularly described as follows:

(a) Presently there are eight (8) units in three (3) separate buildings which are designated by capital letters A, B, C, D, E, F, G, and H, and buildings 1, 2, and 3. These units are generally described below and are shown on the Record of Survey Map filed herewith.

UNIT

- A Building 1: Consists of 1968 square feet with 1008 upstairs and 960 downstairs. The upstairs is divided into eight rooms as follows: Waiting room, business office, private office, two operating rooms, preparation room, storage room and bathroom, together with halls and shares a vestibule for entrance to both upstairs and downstairs with Suite B. Downstairs can be divided to suit owner. 10.81% of common.
- B Building 1: Consists of 1968 square feet with 1008 upstairs and 960 downstairs. The upstairs is divided into nine (9) rooms as follows: Waiting room, business office, private office, three operating rooms, dark room, preparation room, bathroom; together with halls and shares a vestibule for entrance to both upstairs

BOOK 1301 PAGE 348

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- B Building 1: Consists of 1968 square feet with 1008 upstairs and 960 downstairs. The upstairs is divided into nine (9) rooms as follows: Waiting room, business office, private office, three operating rooms, dark room, preparation room, bathroom; together with halls and shares a vestibule for entrance to both upstairs

BOOK 1301 PAGE 348

and downstairs with Suite A. Downstairs can be divided to suit owner. 10.81% of common.

- C Building 2: Consists of 1968 square feet with 1008 upstairs and 960 downstairs. The upstairs is divided into ten (10) rooms as follows: Waiting room, business office, private office, three operating rooms, dark room, preparation room, laboratory and bathroom, together with halls. Shares a vestibule for entrance to both upstairs and downstairs with Suite D. Downstairs divided into five rooms. 10.81% of common.
- D Building 2: Consists of 1968 square feet with 1008 upstairs and 960 downstairs. The upstairs is divided into nine (9) rooms as follows: Waiting room, three operating rooms, preparation room, laboratory, bathroom, private office and business office, together with halls. Shares a vestibule for entrance to both upstairs and downstairs with Suite C. Downstairs can be divided to suit owner. 10.81% of common.
- E Building 3: Consists of 1428 square feet upstairs and 1380 square feet downstairs. The upstairs is divided into thirteen (13) rooms as follows: Waiting room, business office, private office, bathroom, four operating rooms, laboratory, therapy room, dark room, and two x-ray rooms, together with halls. Shares a vestibule for entrance to both upstairs and downstairs with Suite F. Downstairs can be divided to suit owner. 15.31% of common.
- F Building 3: Consists of 1968 square feet with 1008 upstairs and 960 downstairs and is divided upstairs into eleven (11) rooms as follows: Waiting room, business office, private office, two treatment rooms, two operating rooms, two recovery rooms, preparation room and bathroom, together with halls. Shares a vestibule for entrance to both upstairs and downstairs with Suite E. Downstairs can be divided to suit owner. 10.81% of common.
- G Building 3: Consists of 1428 square feet upstairs and 1380 square feet downstairs. The upstairs is divided into fourteen (14) rooms as follows: Five treatment rooms, laboratory, supply room, business office, two private offices, two restrooms, waiting room, together with halls. Shares a vestibule for entrance to both upstairs and downstairs with Suite H. Downstairs can be divided to suit owner. 15.31% of common.
- H Building 3: Consists of 1428 square feet upstairs and 1380 square feet downstairs. Divided upstairs into fourteen (14) rooms as follows: Six treatment rooms, laboratory, supply room, business office, two private offices, two restrooms, waiting room, together with halls. Shares a vestibule for entrance to both upstairs and downstairs with Suite G. Downstairs divided into four rooms. 15.31% of common.

BOOK 1301 PAGE 349

and downstairs with Suite A. Downstairs can be divided to suit owner. 10.81% of common.

- C Building 2: Consists of 1968 square feet with 1008 upstairs and 960 downstairs. The upstairs is divided into ten (10) rooms as follows: Waiting room, business office, private office, three operating rooms, dark room, preparation room, laboratory and bathroom, together with halls. Shares a vestibule for entrance to both upstairs and downstairs with Suite D. Downstairs divided into five rooms. 10.81% of common.
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- E Building 3: Consists of 1428 square feet upstairs and 1380 square feet downstairs. The upstairs is divided into thirteen (13) rooms as follows: Waiting room, business office, private office, bathroom, four operating rooms, laboratory, therapy room, dark room, and two x-ray rooms, together with halls. Shares a vestibule for entrance to both upstairs and downstairs with Suite F. Downstairs can be divided to suit owner. 15.31% of common.
- F Building 3: Consists of 1968 square feet with 1008 upstairs and 960 downstairs and is divided upstairs into eleven (11) rooms as follows: Waiting room, business office, private office, two treatment rooms, two operating rooms, two recovery rooms, preparation room and bathroom, together with halls. Shares a vestibule for entrance to both upstairs and downstairs with Suite E. Downstairs can be divided to suit owner. 10.81% of common.
- G Building 3: Consists of 1428 square feet upstairs and 1380 square feet downstairs. The upstairs is divided into fourteen (14) rooms as follows: Five treatment rooms, laboratory, supply room, business office, two private offices, two restrooms, waiting room, together with halls. Shares a vestibule for entrance to both upstairs and downstairs with Suite H. Downstairs can be divided to suit owner. 15.31% of common.
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BOOK 1301 PAGE 349

(b) The developers reserve the right to change the interior design and arrangement of all units and to alter the boundaries between units, so long as the developers own the units so altered. Any such change shall be reflected by amendment of this Declaration which may be executed by the developers alone, notwithstanding the procedures for amendment described herein. However, no such change shall increase the number of units nor alter the boundaries of the common elements without amendment of this Declaration in the manner hereinafter provided in this Declaration.

6. SHARES OF COMMON ELEMENTS AND EXPENSES. Each unit owner shall own a share in the common elements and any surplus possessed by the association, and be liable for common expenses as follows:

UNIT A	10.81%
UNIT B	10.81%
UNIT C	10.81%
UNIT D	10.81%
UNIT E	15.31%
UNIT F	10.81%
UNIT G	15.31%
UNIT H	15.31%

7. MAINTENANCE AND ALTERATION OF UNITS. (a) The association shall maintain, repair, and replace:

(1) All portions of a unit, except interior surfaces, contributing to the support of the unit building, which portions shall include, but not be limited, to the outside walls of the unit building and all fixtures on the exterior thereof; boundary walls of units; floor and ceiling slabs; and load-bearing columns and load-bearing walls; and

(2) All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services which are con-

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(2) All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services which are con-

tained in the portions of a unit maintained by the association; and all such facilities contained within a unit which service part or parts of the condominium other than the unit within which contained.

All incidental damage caused to a unit by such work shall be promptly repaired at the expense of the association.

(b) The responsibility of the unit owner shall be:

(1) To maintain, repair and replace at his expense, all portions of his unit, except the portions to be maintained, repaired, and replaced by the association.

(2) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the unit building;

(3) To promptly report to the association any defect or need for repair, the responsibility for which is that of the association.

(c) Except as elsewhere reserved to the developer, neither a unit owner nor the association shall make any alterations in the portions of a unit or unit building which are to be maintained by the association, or remove any portion thereof, or make any additions thereto, or do anything which would jeopardize the safety or soundness of the unit building, or impair any easement, without first obtaining approval in writing of owners of all units in which such work is to be done, and the approval of the management committee.

8. MAINTENANCE AND ALTERATION OF COMMON ELEMENTS. (a) The maintenance and operation of the common elements shall be the responsibility and the expense of the association of unit owners.

(b) After the completion of the improvements included in the common elements which are contemplated by this Declaration, there shall be no alteration or further improvement of the real property constituting the common elements without prior approval

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in writing by the owners of not less than 75% of the common elements except as provided by the by-laws, but any such alteration or improvement shall not interfere with the rights of any unit owner. The cost of such work shall not be assessed against a bank, life insurance company, or federal savings and loan association which acquires its title as the result of owning a mortgage upon a unit unless such an owner shall approve the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other unit owners in the proportions which their shares in the common elements bear to each other. There shall be no change in the shares and rights of a unit owner in the common elements which are altered or further improved, whether or not the unit owner contributes to the cost thereof.

9. ASSESSMENTS. (a) Assessments against unit owners for common expenses shall be made pursuant to the by-laws and shall be allocated as set forth in paragraph 6 of this Declaration.

(b) Assessments and installments thereon paid on or before ten days after the date when due shall not bear interest, but all sums not paid before ten (10) days after the date when due shall bear interest at the rate of 10% per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

(c) The lien for unpaid assessments provided by Utah law shall also secure reasonable attorney's fees incurred by the association incident to the collection of such assessment or enforcement of such lien.

(d) In any foreclosure of a lien for assessments the owner of the unit subject to the lien shall be required to pay a reasonable rental for the unit and the association shall be entitled

BOOK 1301 PAGE 352

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(c) The lien for unpaid assessments provided by Utah law shall also secure reasonable attorney's fees incurred by the association incident to the collection of such assessment or enforcement of such lien.

(d) In any foreclosure of a lien for assessments the owner of the unit subject to the lien shall be required to pay a reasonable rental for the unit and the association shall be entitled

BOOK 1301 PAGE 352

to the appointment of a receiver to collect such rental.

10. THE ASSOCIATION AND MANAGEMENT COMMITTEE. The governing body for the operation and preservation of the condominium shall be the unit owners acting as a group and such group is herein called the "Association".

(a) Each unit owners shall be entitled to vote the percentage of common owned for each unit owned.

(b) The association shall operate through a management committee of three (3) members of the association selected by the association from time to time as provided in the by-laws.

(c) The powers and duties of the association shall be those enumerated under the Condominium Act and under the Declaration, and shall include: (1) The power to maintain, replace and operate the condominium property; (2) to contract for the management of the condominium, and to employ necessary personnel; (3) to enforce the provisions of the Condominium Act, the Declaration of Condominium, the by-laws, and regulations for the use of the condominium property; (4) to make and collect assessments against members for costs, expenses, and losses; (5) to purchase insurance on condominium property for the protection of the association and its members; (6) to make regulations as to the use of the property subject to approval by at least 75% of the votes of the entire membership; and (7) to approve or disapprove the transfer, mortgage, and ownership of units as provided in the Declaration of Condominium.

(d) The initial by-laws of the association shall be attached hereto as Exhibit "B".

(e) Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the association, nor for injury or damage caused by the elements or other owners or persons.

to the appointment of a receiver to collect such rental.

10. THE ASSOCIATION AND MANAGEMENT COMMITTEE. The governing body for the operation and preservation of the condominium shall be the unit owners acting as a group and such group is herein called the "Association".

(a) Each unit owners shall be entitled to vote the percentage of common owned for each unit owned.

(b) The association shall operate through a management committee of three (3) members of the association selected by the association from time to time as provided in the by-laws.

(c) The powers and duties of the association shall be those enumerated under the Condominium Act and under the Declaration, and shall include: (1) The power to maintain, replace and operate the condominium property; (2) to contract for the management of the condominium, and to employ necessary personnel; (3) to enforce the provisions of the Condominium Act, the Declaration of Condominium, the by-laws, and regulations for the use of the condominium property; (4) to make and collect assessments against members for costs, expenses, and losses; (5) to purchase insurance on condominium property for the protection of the association and its members; (6) to make regulations as to the use of the property subject to approval by at least 75% of the votes of the entire membership; and (7) to approve or disapprove the transfer, mortgage, and ownership of units as provided in the Declaration of Condominium.

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(f) The share of a member in the funds and assets of the association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his unit.

(g) Whenever the decision of a unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

11. INSURANCE. (a) Insurance policies upon the condominium property covering the items described in subparagraph (b) of this paragraph shall be purchased by the association for the benefit of the Association and the unit owners and their mortgagees as their interests may appear. Provisions shall be made for the issuance of certificates of mortgage endorsements to the mortgagees of unit owners. Such policies and endorsements shall be deposited with the Insurance Trustee, which shall hold them subject to the provisions of paragraph 12.

(b) Insurance shall cover the following:

(1) All buildings and improvements upon the land and all personal property included in the common elements in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the association. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and such other risks as are customarily covered with respect to buildings similar to the buildings on the land, such as vandalism and malicious mischief;

(2) Public liability in such amounts and with such coverage as shall be required by the association, and with

BOOK 1301 PAGE 354

(f) The share of a member in the funds and assets of the association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his unit.

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(2) Public liability in such amounts and with such coverage as shall be required by the association, and with

BOOK 1301 PAGE 354

cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner;

(3) Workmen's compensation as required by law;

(4) Such other insurance as the association shall determine from time to time to be desirable.

(c) Premiums upon insurance policies purchased by the association shall be paid by the Association as a common expense.

(d) The association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the association, and to execute and deliver releases upon the payment of claims.

12. RESPONSIBILITIES OF INSURANCE TRUSTEE. (a) All insurance policies purchased by the association shall provide that proceeds covering property losses shall be paid to any bank in Utah which is selected by the management committee of the association as a trustee, which bank is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of policies, or for the failure to collect any insurance proceeds.

(b) The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold them in trust for the benefit of the unit owners and their mortgagees as follows: An undivided share of such proceeds on account of damage to common elements shall be allocated to the unit owners according to their shares of the common elements set forth in paragraph 6. Proceeds on account of units shall be held for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner, which cost shall be determined by the association. In the event a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear.

BOOK 1301 PAGE 355

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BOOK 1301 PAGE 355

(c) Proceeds of insurance policies received by the Insurance Trustee shall be distributed as follows:

(1) All expenses of the Insurance Trustee shall be first paid.

(2) If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be expended as provided in paragraph 14. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

(3) If it is determined as provided in paragraph 14 that the damage for which the proceeds are paid shall not be reconstructed or repaired, or if there are excess proceeds remaining after a reconstruction and repair, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

(4) In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the management committee as to the names of the unit owners and their respective shares of the distribution, and as to whether or not the building is to be reconstructed or repaired.

13. WHEN DAMAGED PROPERTY IS TO BE RECONSTRUCTED OR REPAIRED. (a) If common elements are damaged, they shall be reconstructed or repaired, unless it is determined under paragraph 22 that the condominium shall be terminated.

BOOK 1301 PAGE 356

(c) Proceeds of insurance policies received by the Insurance Trustee shall be distributed as follows:

(1) All expenses of the Insurance Trustee shall be first paid.

(2) If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be expended as provided in paragraph 14. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

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BOOK 1301 PAGE 356

(b) If the damaged property is the unit building, and if units to which 50% or more of the common elements are appurtenant are found by the management committee of the association to be tenantable, the damaged property shall be reconstructed or repaired unless within sixty (60) days after the casualty it is determined under paragraph 22 that the condominium shall be terminated.

(c) If the damaged property is the unit building, and if units to which more than 50% of the common elements are appurtenant are found by the management committee to be not tenantable, the damaged property will not be reconstructed or repaired and the condominium will be terminated under paragraph 22 unless within sixty (60) days after the casualty the owners of at least 75% of the common elements agree in writing to such reconstruction or repair. No mortgagee shall have any right to participate in the determination as to whether damaged property shall be reconstructed or repaired.

(d) Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, or if not, then according to plans and specifications approved by the members of the association, and if the damaged property is the unit building, by the owners of not less than 75% of the common elements, including the owners of all damaged units, which approval shall not be unreasonably withheld.

14. RESPONSIBILITIES AND PROCEDURES AS TO PAYMENT FOR REPAIRS.

(a) If damage occurs only to those parts of one unit for which the responsibility of maintenance and repair is that of the unit owner, then the unit owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the association.

BOOK 1301 PAGE 357

(b) If the damaged property is the unit building, and if units to which 50% or more of the common elements are appurtenant are found by the management committee of the association to be tenantable, the damaged property shall be reconstructed or repaired unless within sixty (60) days after the casualty it is determined under paragraph 22 that the condominium shall be terminated.

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BOOK 1301 PAGE 357

(b) Immediately after a casualty causing damage to property for which the association has the responsibility of maintenance and repair, the management committee shall obtain reliable and detailed estimates of the cost to rebuild or repair so as to place the damaged property in condition as good as that before casualty.

(c) If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the association, assessments shall be made against the unit owners who own the damaged property, and against all unit owners in the case of damage to common elements, in sufficient amounts to provide funds to pay the estimated costs. Additional assessments may be made at any time during, or following the completion of, construction. Such assessments against unit owners for damage to units shall be in proportion to the cost of reconstruction and repair of their respective units. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

(d) If the amount of the estimated costs of reconstruction and repairs for which the association is responsible is more than \$5,000.00, the sums paid upon assessments to meet such costs shall be deposited by the association with the Insurance Trustee. In all other cases the association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

(e) The proceeds from assessments and insurance received by the Insurance Trustee shall be disbursed as follows:

(1) The portion of insurance proceeds representing damage, the reconstruction and repair of which is the responsibility of the unit owner, shall be paid by the Insurance Trustee to the unit owner, or, if there is a mortgagee endorsement, then to the unit owner and the mortgagee jointly,

BOOK 1301 PAGE 358

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BOOK 1301 PAGE 358

who may use such proceeds as they may be advised.

(2) The portion of insurance proceeds representing damage, the reconstruction and repair of which is the responsibility of the association, shall be disbursed in payment of the costs of such repair and reconstruction in the manner required by the management committee of the association.

(3) The Insurance Trustee shall not be required to determine whether a disbursement is to be made, the identity of the payee, or the amount to be paid, but may rely upon a certificate of the management committee stating such information.

15. USE RESTRICTIONS. The use of the property of the condominium shall be in accordance with the following provisions:

(a) Each of the units shall be occupied primarily by a doctor or dentist for the practice of his or her profession, unless otherwise determined by the association. Except as reserved to the developer, no unit may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the units to be affected thereby.

(b) The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the units.

(c) No use or practice shall be permitted on the condominium property which is the source of annoyance to the occupants, or which interferes with the peaceful possession and proper use of the property by its occupants. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage allowed to accumulate, nor any fire hazard allowed to exist. No unit owner shall permit any use of his unit or of the common elements which will increase the rate of insurance upon the condominium property. No immoral, improper, offensive, or unlawful use shall be

BOOK 1301 PAGE 359

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BOOK 1301 PAGE 359

made of the condominium property or any part thereof. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification, or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

(d) Until the developer has completed and sold all of the units, neither the unit owners nor the association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the units. The developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to the maintenance of a sales office, the showing of the property, and the display of signs.

(e) Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the association in the manner provided in the by-laws. Copies of such regulations and amendments thereto shall be furnished by the association to all unit owners of the condominium upon request.

16. APPROVAL OF TRANSFER OR LEASE. (a) No unit owner may effectively dispose of a unit or any interest therein by sale or lease, except to another unit owner in the condominium, without approval of the association. If any unit owner shall acquire his title by gift, devise, or inheritance, the continuance of his ownership of his unit shall be subject to the approval of the association.

(b) A unit owner intending to make a bona fide sale or lease of his unit or any interest therein shall give to the association notice of such intention, together with the name and address of the intended purchaser or lessee, and such other infor-

BOOK 1301 PAGE 360

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BOOK 1301 PAGE 360

mation concerning the intended purchaser or lessee as the Association may reasonably require. In the case of a prospective sale, such notice, at the unit owner's option, may include a demand by him that the association furnish a purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell. A unit owner who has obtained his title by gift, devise, or inheritance shall give to the association notice of the acquiring of his title, together with such personal information as the association may reasonably require, and a certified copy of the instrument evidencing his title. If the notice to the association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a unit, the association, at its election and without notice, may approve or disapprove the transaction or ownership.

(c) Within thirty (30) days after receipt of the notice described in subparagraph (b) of this paragraph the association must either approve or disapprove the proposed transaction or the continuance of ownership, as the case may be. If approved, the approval shall be stated in a certificate executed by the president and secretary of the management committee in recordable form, and shall be delivered to the purchaser, lessee, or new owner and shall be recorded in the public records of the county, (except that a lease need not be recorded).

17. DISAPPROVAL OF TRANSFER OR LEASES. (a) If the association disapproves a proposed sale and if the notice of sale given by the unit owner shall so demand, then within thirty (30) days after receipt of such notice and information the association shall deliver or mail by registered mail to the unit owner an offer to purchase by a purchaser approved by the association who will purchase and to whom the unit owner must sell the unit. At the option

BOOK 1301 PAGE 361

mation concerning the intended purchaser or lessee as the Association may reasonably require. In the case of a prospective sale, such notice, at the unit owner's option, may include a demand by him that the association furnish a purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell. A unit owner who has obtained his title by gift, devise, or inheritance shall give to the association notice of the acquiring of his title, together with such personal information as the association may reasonably require, and a certified copy of the instrument evidencing his title. If the notice to the association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a unit, the association, at its election and without notice, may approve or disapprove the transaction or ownership.

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of such purchaser, to be stated in his offer, the price to be paid shall be that stated in the disapproved contract to sell, or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers, one appointed by each side of the dispute, who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. The purchase price shall be paid in cash, and the sale shall be closed within thirty (30) days after the delivery or mailing of such offer to purchase, or within ten days after the determination of the sale price if such is by arbitration, whichever is the later.

(b) If the proposed transaction is a lease, the unit owner shall be advised of the disapproval in writing, and the lease shall not be made.

(c) If the association disapproves the acquisition of title by gift, devise, or inheritance, the provisions of subparagraph (a) of this paragraph shall apply (except that the purchase price shall be at fair market value determined by arbitration).

(d) If the association shall fail to provide a purchaser as required in subparagraphs (a) and (c) of this paragraph, then notwithstanding the disapproval, the sale or ownership, as the case may be, shall be deemed to have been approved, and the association shall furnish a certificate of approval as provided in paragraph 16.

18. MORTGAGE AND ACQUISITION BY MORTGAGEES. (a) No unit owner may mortgage his unit or any interest therein without the approval of the association, except to a bank, life insurance company, or a federal savings and loan association. The approval of any other mortgagee shall be subject to conditions determined

BOOK 1301 PAGE 362

of such purchaser, to be stated in his offer, the price to be paid shall be that stated in the disapproved contract to sell, or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers, one appointed by each side of the dispute, who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. The purchase price shall be paid in cash, and the sale shall be closed within thirty (30) days after the delivery or mailing of such offer to purchase, or within ten days after the determination of the sale price if such is by arbitration, whichever is the later.

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by the association.

(b) The provisions of paragraphs 16 and 17 shall not apply to a transfer to or purchase by a bank, life insurance company, or federal savings and loan association which acquires its title as the result of owning a mortgage upon the unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. Nor shall such provisions apply to a transfer, sale, or lease by a bank, life insurance company, or federal savings and loan association which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires title to a unit at a duly advertised public sale with open bidding which is provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale, or tax sale.

19. NOTICE OF LIEN OR SUIT. (a) A unit owner shall give notice to the association of every lien upon his unit, other than for permitted mortgages, taxes, and special assessments, within five days after the attaching of the lien. Failure to comply with this subparagraph will not effect the validity of any judicial sale.

(b) Notice shall be given to the association of every suit or other proceeding which may affect the title to his unit within five days after the unit owner receives knowledge thereof.

20. COMPLIANCE AND DEFAULT. (a) Each unit owner shall be governed by and shall comply with the terms of this Declaration, the by-laws, and regulations adopted pursuant thereto, and by such documents and regulations as they may be amended from time to time. A default shall entitle the association or other unit owners to the relief described in subparagraph (b) of this paragraph in addition to the remedies provided by the Condominium Act.

(b) A unit owner shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his

BOOK 1301 PAGE 363

by the association.

(b) The provisions of paragraphs 16 and 17 shall not apply to a transfer to or purchase by a bank, life insurance company, or federal savings and loan association which acquires its title as the result of owning a mortgage upon the unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. Nor shall such provisions apply to a transfer, sale, or lease by a bank, life insurance company, or federal savings and loan association which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires title to a unit at a duly advertised public sale with open bidding which is provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale, or tax sale.

19. NOTICE OF LIEN OR SUIT. (a) A unit owner shall give notice to the association of every lien upon his unit, other than for permitted mortgages, taxes, and special assessments, within five days after the attaching of the lien. Failure to comply with this subparagraph will not effect the validity of any judicial sale.

(b) Notice shall be given to the association of every suit or other proceeding which may affect the title to his unit within five days after the unit owner receives knowledge thereof.

20. COMPLIANCE AND DEFAULT. (a) Each unit owner shall be governed by and shall comply with the terms of this Declaration, the by-laws, and regulations adopted pursuant thereto, and by such documents and regulations as they may be amended from time to time. A default shall entitle the association or other unit owners to the relief described in subparagraph (b) of this paragraph in addition to the remedies provided by the Condominium Act.

(b) A unit owner shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his

BOOK 1301 PAGE 363

act, neglect, or carelessness or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of a unit or its appurtenances. In any proceeding arising because of an alleged default by a unit owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

(c) The failure of the association or any unit owner to enforce any covenant, restriction, or other provision of the Condominium Act, this Declaration, the by-laws, or the regulations adopted pursuant thereto, shall not constitute a waiver of right to do so thereafter.

21. AMENDMENTS. This Declaration may be amended in the following manner:

(a) Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) A resolution adopting a proposed amendment may be proposed by either the management committee of the association or by the members of the association. Members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Amendments must be approved by not less than 75% of the votes of the entire membership of the association; provided, the amendment does not increase the number of units nor alter the boundaries of the common elements.

(c) No amendment shall discriminate against any unit owner or against any unit or class or group of units unless the

BOOK 1301 PAGE 364

act, neglect, or carelessness or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of a unit or its appurtenances. In any proceeding arising because of an alleged default by a unit owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

(c) The failure of the association or any unit owner to enforce any covenant, restriction, or other provision of the Condominium Act, this Declaration, the by-laws, or the regulations adopted pursuant thereto, shall not constitute a waiver of right to do so thereafter.

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(a) Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

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(c) No amendment shall discriminate against any unit owner or against any unit or class or group of units unless the

BOOK 1301 PAGE 364

unit owners so affected shall consent. No amendment shall change any unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the unit and all record owners of liens thereon shall join in the execution of the amendment.

(d) A copy of each amendment shall be certified by the president and secretary of the Association as having been duly adopted and shall be effective when recorded in the public records of Utah County, Utah.

22. TERMINATION. The condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

(a) In the event it is determined under paragraph 13(c) that the unit building shall not be reconstructed because of major damage, the condominium plan of ownership will be thereby terminated without agreement.

(b) The condominium may be terminated at any time by the approval in writing of all of the owners of the condominium, and by all record owners of liens thereon. If the proposed termination is submitted to a meeting of the members of the association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than 75% of the common elements, and of the record owners of liens upon the same 75% of the common elements, are obtained not later than 30 days from the date of such meeting, then the approving owners shall have an option to buy all of the units of the other owners during the period ending on the 60th day from the date of such meeting.

(c) The option described in subparagraph (b) of this paragraph shall be exercised by delivery or mailing by registered mail to each of the record owners of the units to be purchased of

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(c) The option described in subparagraph (b) of this paragraph shall be exercised by delivery or mailing by registered mail to each of the record owners of the units to be purchased of

an offer to purchase signed by the record owners of units who will participate in the purchase. Such offer shall indicate which units will be purchased by each participating owner and shall offer to purchase all of the units owned by owners not approving the termination, but the offer shall effect a separate contract between each seller and his purchaser.

(d) The sale price for each unit shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of such offer, and in the absence of agreement, by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed one by the buyer and one by the seller, who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. The purchase price shall be paid in cash, and the sale shall be closed within ten (10) days following the determination of the sale price.

(e) The termination of the condominium shall be evidenced by a certificate of the association executed by the president and secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Utah County, Utah.

(f) After termination of the condominium the unit owners shall own the condominium property and all assets of the association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the unit owners. Such undivided shares of the unit owners shall be the same as the undivided shares in the common elements appurtenant to the owners'

BOOK 1301 PAGE 366

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BOOK 1301 PAGE 366

units prior to the termination.

23. SEVERABILITY. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase, or word, or other provision of this Declaration and the by-laws and the regulations therein contained, of the association shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the developers have executed this Declaration the day and year first above written.

Mervyn B. Gardner
Mervyn B. Gardner

Gayle C. Gardner
Gayle C. Gardner

Norman G. Jorgensen
Norman G. Jorgensen

June A. Jorgensen
June Jorgensen

John C. Jones
John C. Jones

Coral J. Jones
Coral J. Jones

Donald A. Dodge
Donald A. Dodge

Linda N. Dodge
Linda N. Dodge

D. Gary Tolboe
D. Gary Tolboe

Eileen S. Tolboe
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BOOK 1301 PAGE 367

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June Jorgensen

John C. Jones
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Coral J. Jones
Coral J. Jones

Donald A. Dodge
Donald A. Dodge

Linda N. Dodge
Linda N. Dodge

D. Gary Tolboe
D. Gary Tolboe

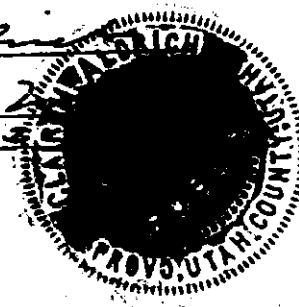
Eileen S. Tolboe
Eileen S. Tolboe

BOOK 1301 PAGE 367

STATE OF UTAH)
 : ss
COUNTY OF UTAH)

On the 8th day of November, 1972, personally appeared before me, a notary public in and for the State of Utah, MERVYN B. GARDNER and GAYLE C. GARDNER, his wife; NORMAN G. JORGENSEN and JUNE JORGENSEN, his wife; JOHN C. JONES and CORAL J. JONES, his wife; DONALD A. DODGE and LINDA N. DODGE, his wife; and D. GARY TOLBOE and EILEEN S. TOLBOE, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Ernest M. Aldrich
Notary Public
Residing at: Provo, Utah
My comm. expires: 11-1-73



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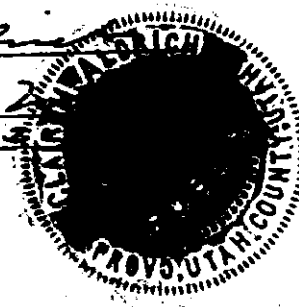


EXHIBIT "A"

BY-LAWS OF THE CASCADE MEDICAL-DENTAL CENTER,
AN ASSOCIATION OF OWNERS OF A CONDOMINIUM
ORGANIZED UNDER THE UTAH CONDOMINIUM ACT

These are the by-laws of the Cascade Medical-Dental Center, an association of unit owners under the Utah Condominium Act which said condominium is identified by the name of Cascade Medical-Dental Center, a condominium.

The office of the association shall be at 560 South State Street, Orem, Utah County, State of Utah. The fiscal year of the association shall be the calendar year.

MEMBERS' MEETINGS. The annual members' meetings shall be held at the office of the association at 3:00 o'clock p.m. Mountain Standard Time on the second Friday in February of each year for the purpose of electing management committee members and for the purpose of transacting any other business authorized to be transacted by the members. If that day is a legal holiday, the meeting shall be held at the same hour on the next day.

SPECIAL MEMBERS' MEETINGS. Special members' meetings may be held whenever called by the management committee or any member of that committee, or by a majority of the members, and such special meeting must be held when a written request from a majority of the members has been submitted.

NOTICE. Notice of all members' meetings, stating the time and place and the object for which the meeting is called, shall be given by the management committee unless waived. Such notice shall be in writing to each member at his address as it appears on the books of the association and shall be mailed not less than three (3) days nor more than twenty (20) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meetings may be waived before or after meetings.

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QUORUM. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting for at least ten (10) days, and adequate notice of the next date shall be given as described in the paragraph immediately above.

VOTING. At any meeting of the members, the owners of units shall be entitled to cast the number of votes indicated in the following schedule unless the decision to be made is required to be made by the owners of a stated percentage of the common elements:

Unit Designation	Number of Votes for Each Such Unit
A	10.81
B	10.81
C	10.81
D	10.81
E	15.31
F	10.81
G	15.31
H	15.31

If the unit is owned by one person, his right to vote shall be established by the record title to his unit. If the unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the secretary of the management committee. If the unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate of appointment signed by the president or vice-president and attested by the secretary or assistant secretary of the corporation and filed with the secretary of the management committee. Such certificate shall be valid until revoked, or until superseded by a subsequent certificate, or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by the owner thereof.

BOOK 1301
PAGE 370

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BOOK 1301
PAGE 370

Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and must be filed with the secretary of the management committee before the appointed time of the meeting.

ORDER OF BUSINESS. The order of business at annual members' meetings and as far as practical at all members' meetings shall be:

1. Election of a chairman of the meeting.
2. Calling of the roll and certifying of proxies.
3. Proof of notice of meeting or waiver of notice.
4. Reading and disposal of any unapproved minutes.
5. Reports of officers.
6. Reports of committees.
7. Election of management committee (if necessary).
8. Unfinished business.
9. New business.
10. Adjournment.

MANAGEMENT COMMITTEE. The affairs of the association shall be managed by a management committee of not more than three (3) members, one of whom shall serve as chairman, one of whom shall serve as secretary, and one of whom shall serve as treasurer of the association. The management committee shall be elected by the members of the association.

1. Election of the members of the management committee shall be conducted at the annual members' meeting. The election shall be by ballot (unless dispensed with by unanimous consent), and by a plurality of the votes cast, each person voting being entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

2. Except as to vacancies provided by removal of members of the management committee by members, vacancies in the management committee occurring between annual meetings of members shall be filled by the remaining members of the management committee.

BOOK 1301 PAGE 371

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2. Except as to vacancies provided by removal of members of the management committee by members, vacancies in the management committee occurring between annual meetings of members shall be filled by the remaining members of the management committee.

BOOK 1301 PAGE 371

3. Any member of the management committee may be removed by concurrence of 2/3 of the votes of the entire membership at a meeting of the members called for that purpose. The vacancy in the management committee so created shall be filled by the members of the association at the same meeting. The members shall designate the person to serve as chairman and the person to serve as secretary and to serve as treasurer, respectively.

4. The term of office of the members of the management committee shall be staggered. One member shall be initially elected for one (1) year. One member shall be initially elected for two (2) years, and the third member shall be elected for three (3) years. Thereafter the member whose term has expired shall be either re-elected or replaced by a member who shall serve for three years. The persons to serve as chairman and secretary and treasurer, respectively, shall be designated by the membership each year.

5. Regular meetings of the members of the management committee may be held at such time and such place as may be determined from time to time by a majority of the members of that committee. Notice of meetings shall be given to each member personally, or by mail, telephone, or telegram at least three (3) days prior to the day named for such meeting.

6. Special meetings of the management committee may be called by the chairman and must be called by the secretary at the written request of any two (2) members of the committee. Notice of special meetings shall be given personally, or by mail, telephone or telegram, at least three (3) days prior to the day named for such meeting, which said notice shall state the time and place and purpose of the meeting.

7. Any member of the management committee may waive notice of a meeting before or after the meeting, and such waivers shall be deemed equivalent to the giving of notice.

BOOK 1301
PAGE 372

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BOOK 1301
PAGE 372

8. Two (2) members of the management committee shall constitute a quorum to do business.

9. The initial management committee shall be composed of Dr. John C. Jones, who shall serve for a one (1) year term, and shall be the initial chairman; Dr. Donald Dodge, who shall serve for a three (3) year term and shall be the initial treasurer, and Dr. Norman G. Jorgensen, who shall serve a two (2) year term and who shall be the initial secretary.

POWERS AND DUTIES OF THE ASSOCIATION AND MANAGEMENT COMMITTEE.

The powers and duties of the association shall be those enumerated under the Condominium Act and under the Declaration and shall include:

(1) The power to maintain, replace and operate the condominium property; (2) to contract for the management of the condominium, and to employ necessary personnel; (3) to enforce the provisions of the Condominium Act, the Declaration of Condominium, the By-laws, and regulations for the use of the condominium property; (4) to make and collect assessments against members for costs, expenses, and losses; (5) to purchase insurance on condominium property for the protection of the association and its members; (6) to make regulations as to the use of the property subject to approval by at least 75% of the votes of the entire membership; and (7) to approve or disapprove the transfer, mortgage, and ownership of units as provided in the Declaration of Condominium.

1. The chairman of the management committee shall be the chief executive officer of the association. He shall have all the powers and duties which are usually vested in a manager, including but not limited to the power to appoint committees from among the members of the association, from time to time, as he may in his discretion determine appropriate to assist in the conduct of the affairs of the association.

2. The secretary shall maintain the minutes of all proceedings of the management committee and all the proceedings of the

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2. The secretary shall maintain the minutes of all proceedings of the management committee and all the proceedings of the

BOOK 1301 PAGE 373

meetings of the general membership. He shall attend to the giving and serving of all notices to members and other notices required by law. He shall have custody of the books of the association and shall keep all records of the association, except those of the treasurer, and shall perform all other duties incident to the office of secretary and as may be required by the chairman of the management committee.

3. The treasurer shall have custody of all property of the association, including funds, securities, and evidences of indebtedness. He shall keep the books of the association in accordance with good accounting practices and shall perform all other duties incident to the office of treasurer.

BUDGET. The management committee shall prepare a budget for each calendar year which shall include the estimated funds required to defray common expenses and to provide funds to meet all common expenses as they become due, and shall submit the same to the association for approval by majority vote.

1. Assessments against the owners for their shares of the common expenses shall be levied from time to time, as needed, and shall be paid to the treasurer within ten (10) days after notice has been given of the assessment.

2. Assessments for common expenses for emergencies which cannot be paid from the usual assessments for common expenses shall be made after notice of the need therefor to the unit owners. After such notice and upon approval by persons entitled to cast more than half of the votes of the unit owners concerned, the assessments shall become effective and they shall be due ten (10) days after notice thereof in such manner as the management committee may require.

3. The initial depository of the association shall be The Bank of Pleasant Grove at Pleasant Grove, Utah.

AGENT FOR SERVICE. The agent for the service of process shall be Dr. Mervyn Gardner whose address is Suite C, 560 South State Street, Orem, Utah, and he shall remain the agent of the association

BOOK 1301 PAGE 374

meetings of the general membership. He shall attend to the giving and serving of all notices to members and other notices required by law. He shall have custody of the books of the association and shall keep all records of the association, except those of the treasurer, and shall perform all other duties incident to the office of secretary and as may be required by the chairman of the management committee.

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BOOK 1301 PAGE 374

for such purpose so long as he continues to be the owner of a unit in and under the condominium plan, or until replaced by the association.

INSURANCE TRUSTEE. The insurance trustee provided for in the Declaration of Condominium shall be the Orem State Bank of Orem, Utah, which shall serve until otherwise determined by the association.

AMENDMENT. 1. Notice of the subject matter of a proposed amendment to these by-laws shall be included in notice of any meeting at which the proposed amendment is to be considered.

2. Amendments may be proposed by any member of the association. Members of the association not present in person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided herein, such approvals must be by at least 75% of the entire membership.

3. No amendment shall discriminate against any unit owner or against any unit class or group of units unless the unit owners so affected shall consent. No amendment shall change any unit nor the share in the common element appurtenant to it, nor increase the owner's share of the common expenses, nor change the voting rights of any member, unless the record owner of the unit concerned and all record owners of liens thereon shall join in the execution of the amendment.

4. A copy of such amendment shall be certified by the chairman of the management committee and by the secretary thereof as having been duly adopted and shall be effective when recorded in the public records of Utah County, State of Utah.

The foregoing by-laws were adopted by the membership of the association at the first meeting held on the 8th day of October, 1972.

Mervyn B. Gardner
Mervyn B. Gardner

Gayle C. Gardner
Gayle C. Gardner

BOOK 1301 PAGE 375

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Mervyn B. Gardner
Mervyn B. Gardner

Gayle C. Gardner
Gayle C. Gardner

BOOK 1301 PAGE 375

Norman G. Jorgensen
Norman G. Jorgensen

June S. Jorgensen
June Jorgensen

John C. Jones
John C. Jones

Coral J. Jones
Coral J. Jones

Donald A. Dodge
Donald A. Dodge

Linda N. Dodge
Linda N. Dodge

D. Gary Tolboe
D. Gary Tolboe

Eileen S. Tolboe
Eileen S. Tolboe

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BOOK 1301 PAGE 376

CLAIR A. DEDRICK

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Atty
C. D. Boy
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Provo

Norman G. Jorgensen

June Jorgensen

John C. Jones

Coral J. Jones

Donald A. Dodge

Linda N. Dodge

D. Gary To/boe

Eileen S. Tolboe

BOOK 1301 PAGE 376

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MINA L. BO
 STAFF COUNTY RECORDER
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 PR. ABS IND. 37-30

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